

1 COOPER, WHITE & COOPER LLP
 2 MARCY J. BERGMAN (SBN 75826)

3 mbergman@cwclaw.com
 4 VIJAY K. TOKE (SBN 215079)

5 vtoke@cwclaw.com
 6 LEILA C. KNOX (SBN 245999)

7 lknox@cwclaw.com
 8 201 California Street, 17th Floor
 9 San Francisco, California 94111
 10 Telephone: (415) 433-1900
 11 Facsimile: (415) 433-5530

12 Attorneys for Defendants BRIAN NUSS and
 13 TWENTY ROWS LLC

14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

16 UNFILTERED NAPA LLC, a California
 17 limited liability company and J3 WINE
 18 PARTNERS LLC dba NINE NORTH
 19 WINES, a California limited liability
 20 company,

21 Plaintiffs,

22 vs.

23 TWENTY ROWS LLC, a California limited
 24 liability company, CHRIS SWEETANOS, an
 25 individual and BRIAN NUSS, an individual,

26 Defendants.

CASE NO. C 06 7605 CRB

STIPULATED PROTECTIVE ORDER

27 Subject to the approval of this Court, the parties hereby stipulate to the following
 28 protective order:

IT IS HEREBY ORDERED that:

1. All documents produced in this action, and all information disclosed in discovery
 responses, depositions or by other means in this action, shall be used only for purposes of this
 action, and shall not be published, used or made available for use in any commercial or
 competitive way.

2. Each party may designate as "Confidential" any documents, information or

1 testimony disclosed by that party in this action that are proprietary, financial, or a trade secret.

2 3. Except as otherwise provided below, any documents, information or testimony
3 claimed to be Confidential shall be kept confidential and disclosed only to the named parties, to
4 their officers and employees, to court personnel, to attorneys of record in this case and their office
5 personnel, and to experts retained to testify at or assist in the preparation for trial of this action and
6 who are not regularly employed by any party to this action. All experts, deposition reporters or
7 other third parties who are permitted access to Confidential documents, information or testimony
8 under the terms of this Protective Order, shall agree to be bound by this order by signing a copy of
9 the nondisclosure agreement attached to this order as Exhibit 1.

10 4. A party may designate highly sensitive confidential information as "ATTORNEYS'
11 EYES ONLY" by adding that legend where appropriate. The receiving party may disclose
12 confidential information designated as "ATTORNEYS' EYES ONLY" only to:

13 a. Attorneys of record in this litigation and employees of such attorneys to whom it is
14 necessary that confidential information be disclosed in order to effectuate the attorneys'
15 representation of their respective clients in this action.

16 b. Any non-party expert or non-party consultant retained or employed by a party or its
17 attorneys of record concerning the preparation, trial, and appeal including any retrials of this action.
18 Such expert or consultant and his or her secretarial and clerical employees must complete and sign a
19 Confidentiality Statement in the form of Exhibit 1, attached ("Non-Disclosure Agreement").

20 c. Witnesses, if the witness authored or received a copy of or otherwise already knows
21 the Confidential Information.

22 d. Court reporters and their staff, the Court and any person employed by the Court
23 whose duties require access to confidential information.

24 If any confidential information designated as "ATTORNEYS' EYES ONLY" is used or
25 inquired into during a deposition, representatives of the receiving party or parties, other than
26 counsel, shall be excused from that part of the deposition. All experts, deposition reporters or
27 other third parties who are permitted access to Confidential documents, information or testimony
28 under the terms of this Protective Order, shall agree to be bound by this order by signing a copy of

1 the nondisclosure agreement attached to this order as Exhibit 1.

2 5. All documents, information or testimony claimed to be Confidential or Attorneys
3 Eyes Only shall not be used or disclosed in any manner, except for purposes of this action in the
4 manner set forth below. All documents supplied by the parties under a claim of confidentiality
5 and any copies made of Confidential or Attorneys Eyes Only documents shall remain the property
6 of the party disclosing the documents and shall be returned to the disclosing party within twenty
7 days after conclusion of this action, unless otherwise agreed upon in writing by the parties.

8 6. The parties may agree among themselves that Confidential or Attorneys Eyes Only
9 information may be disclosed to persons other than those described above, but any such agreement
10 must be in writing.

11 7. If the parties file or lodge with the court or serve on other parties any Confidential
12 or Attorneys Eyes Only documents, information or testimony, or briefs, pleadings and other
13 documents that reveal Confidential or Attorneys Eyes Only information, the documents shall be
14 filed in sealed envelopes that bear the title of the action, a general description of the contents, the
15 word "Confidential" and a statement that the contents are subject to the terms of this Protective
16 Order.

17 8. If the party receiving Confidential or Attorneys Eyes Only documents, information
18 or testimony disputes the designation of confidentiality, the receiving party may request a release
19 of confidentiality from the disclosing party. If confidentiality is not released in writing within ten
20 days, the receiving party may apply to the court for an order releasing confidentiality.

21 9. Further pretrial proceedings shall address and govern the treatment at trial of
22 Confidential or Attorneys Eyes Only documents, information or testimony.

23 10. Where only a portion of a document or deposition transcript contains Confidential
24 or Attorneys Eyes Only material, the discovering party shall cooperate to the extent reasonable
25 and practical to segregate the Confidential or Attorneys Eyes Only portion in a separate document
26 or transcript.

27 11. Either party may move the court to alter or enlarge this order.

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1 SO STIPULATED:

2 DATED: April 24, 2007

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7 DATED: April 24, 2007

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12 DATED: April __, 2007

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16 APPROVED AND SO ORDERED:

17 DATED: May 9, 2007

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O'CONNOR CHRISTENSEN & MCLAUGHLIN
Trial Division of the Eclipse Group LLP

Becky V. Christensen

Becky V. Christensen

Attorneys for Plaintiff's Unfiltered Napa LLC and J3
Wine Partners LLC dba Nine North Wines

COOPER, WHITE & COOPER LLP

Marcy J. Bergman

Marcy J. Bergman

Attorneys for Defendants Twenty Rows LLC and
Brian Nuss

HARVEY SISKIND LLP

Judith M. Schvimmer

Attorneys for Defendant Chris Sweetanos

Hon. Charles R. Breyer
United States District Court
Northern District of California

